

Parcel Number(s): _____

Project Identifying Name: _____

Bond Number: _____

SURETY BOND

We, _____, having offices
(name of developer or contractor)
at _____, as Principal, and
_____ having offices at
(name of bonding company)

_____, created, organized and existing under and by virtue of the laws of the State of _____ and being duly authorized and licensed to transact the business of indemnity and suretyship in the State of Arizona (hereinafter referred to as "Surety") are indebted to the FLOOD CONTROL DISTRICT OF MARICOPA COUNTY (hereinafter, FCDMC), Obligee, in the sum of _____ (\$_____) Dollars lawful money of the United States of America, for which payment we bind ourselves and our respective heirs, legal representatives, successors, and assigns, jointly and severally.

On _____, permit(s) was/were issued to Principal by
(Date)
FCDMC bearing number(s) _____, a copy of which is incorporated herein by reference and made a part hereof. Said permit will authorize Principal to perform work within property owned or controlled by FCDMC.

Pursuant to FCD Resolution 2002R002 adopted by the Board of Directors of the Flood Control District of Maricopa County on July 24, 2002 and recorded as Instrument Number 2002-0769065 in the Office of the Maricopa County Recorder on July 30, 2002, the Principal hereby furnishes a surety bond in the amount of _____ (\$_____) Dollars, as set forth on an estimate that has been accepted by FCDMC as submitted by a licensed professional engineer), written by Surety, guarantying that all work performed by Principal pursuant to said permit shall be performed without damage of any nature to any structures or property of FCDMC and/or without interfering with the flood control program of FCDMC.

This bond is issued subject to the following expressed conditions:

1. This bond shall remain in full force and effect, and shall not be subject to cancellation either by the Principal or by the Surety, until such time as FCDMC shall have confirmed, in writing, that this bond may be terminated or released.

2. This bond shall be deemed to be continuous in form and shall remain in full force and effect until terminated pursuant to written authorization from FCDMC, or until default is declared, or until the bond is replaced by another assurance meeting applicable legal requirements.

3. The aggregate liability of the Surety shall not exceed the sum set in this bond.

4. In the event any work required under the permit is not properly completed in a timely manner, or in the event that any structure(s) or property of FCDMC shall be destroyed or damaged by Principal or anyone working under authority of the permit issued to Principal, or in the event any actions of Principal or anyone working under authority of the permit issued to Principal shall in any way whatsoever interfere with the flood control program of FCDMC, the Chief Engineer and General Manager, or the designee of the Chief Engineer and General Manager of FCDMC may upon at least ten (10) days prior written notice to the Principal and to the Surety, by personal delivery or by certified or registered mail or courier, declare the Principal to be in default. In the event that the Surety, after notice of default, fails or refuses to cure the default within ten (10) days of or such notice, FCDMC shall claim payment under this bond for the cost of completion of all necessary remedial work. In the event it is impractical to cure the default within ten (10) days, the Surety shall complete the cure in accordance with a schedule agreed to by FCDMC.

5. The Surety shall have the right to complete any and all remedial work upon approval by FCDMC of the proposed remediation and the issuance of any necessary permit(s), either with its own employees or in conjunction with the Principal or another contractor; provided, however, that nothing contained herein shall preclude the Surety from making a monetary settlement with FCDMC as an alternative to completing the work.

6. In the event that any action is brought by FCDMC against the Principal under this bond, written notice of such action shall be given to the Surety by personal delivery or by registered or certified mail or courier at the same time. The prevailing party in any litigation on this Bond shall be entitled to such reasonable attorneys' fees as may be fixed by a judge of the court.

7. This bond shall inure to the benefit of FCDMC only and no other party shall acquire any rights hereunder.

8. In the event that this bond shall for any reason cease to be effective prior to the issuance of written notice by FCDMC that the Bond may be terminated, a cease work order may be issued by FCDMC, in which case all work shall stop until such time as a replacement guarantee acceptable to FCDMC becomes effective.

SIGNED, SEALED AND DATED: _____
Principal: _____

For the Surety: Name: _____ Title: _____
Address: _____

Witness/Attest: _____
Title: _____

Accepted and approved for FCDMC

STATE OF _____)
) ss:
COUNTY OF _____)

Signed and sworn to before me on _____, 20____.

-3-

SIGNED, SEALED AND DATED: _____
Principal: _____

For the Surety: Name: _____ Title: _____
 Address: _____

Witness/Attest: _____
 Title: _____

Accepted and approved for FCDMC

By: _____ Title: _____
Phone: _____

STATE OF _____)
) SS:
COUNTY OF _____)

I CERTIFY that on _____, 20____, _____
personally came before me and acknowledged under oath, to my satisfaction,
that this person (or if more than one, each person): is a member of
_____, L.L.C., the limited liability Company named as Principal
in this Document; is aware that the operating agreement of the Company
authorizes _____ to execute documents on behalf of
the Company; and this Document was signed and delivered by the Company as
its voluntary act duly authorized by a proper resolution of its Members.

Signed and sworn to before me on _____, 20____.

Notary Public

SIGNED, SEALED AND DATED: _____
Principal: _____

SIGNED, SEALED AND DATED: _____
Principal: _____

For the Surety: Name: _____ Witness/Attest: _____
 Title: _____ Title: _____
 Address: _____

STATE OF _____)
) SS:
COUNTY OF _____)

I CERTIFY that on _____, 20____, _____
personally came before me and this person acknowledged under oath, to my
satisfaction, that: this person is the secretary of _____, the
corporation named as Surety in this document; this person is the attesting
witness to the signing of this document by the proper corporate officer who is
_____, the President of the corporation; this document was
signed and delivered by the corporation as its voluntary act duly authorized by a
proper resolution of its Board of Directors; this person knows the proper seal of
the corporation which was affixed to this document; and this person signed this
proof to attest to the truth of these facts;

Signed and sworn to before me on _____, 20_____.

Notary Public

SIGNED, SEALED AND DATED: _____
Principal: _____

For the Surety: Name: _____ Witness/Attest: _____
 Title: _____ Title: _____
 Address: _____

STATE OF _____)
) ss:
COUNTY OF _____)

I CERTIFY that on _____, 20____, _____
personally came before me and acknowledged under oath, to my satisfaction,
that this person (or if more than one, each person): is a member of
_____, L.L.C., the limited liability Company named as Surety in
this Document; is aware that the operating agreement of the Company
authorizes _____ to execute documents on behalf of
the Company; and this Document was signed and delivered by the Company as
its voluntary act duly authorized by a proper resolution of its Members.

Signed and sworn to before me on _____, 20_____.

Notary Public

RESOLUTION

Be it resolved that the transaction herein referred to, being herewith approved, _____, member of _____, L.L.C. be and (s)he is hereby directed, authorized and empowered to execute, acknowledge and deliver such documents, instruments and papers and perform such acts as may be legally, properly and reasonably required or necessary for the purpose of obtaining performance assurance in favor of The Flood Control District Of Maricopa County from _____ (name of surety) to insure performance in compliance with approvals and or permits described as _____ (permit), concerning property known as _____ (property description), located in Maricopa County, Arizona.

I, _____ (attesting witness); member of _____, L.L.C., a Limited Liability Company of the State of _____, CERTIFY that the foregoing Resolution is duly authorized by the Certificate of Formation and the Operating Agreement of the company; that it has not been modified, amended or rescinded, and is in full force and effect as of the date hereof.

Dated: _____, 20____.

RESOLUTION

Be it resolved that the transaction herein referred to, being herewith approved, _____, President of this Corporation be and (s)he is hereby directed, authorized and empowered to execute, acknowledge and deliver such documents, instruments and papers and perform such acts as may be legally, properly and reasonably required or necessary for the purpose of obtaining performance assurance in favor of The Flood Control District Of Maricopa County _____ (name of surety) to insure performance in compliance with approvals and or permits described as _____(permit), concerning property known as _____ (property description), located in Maricopa County, Arizona.

I, _____(attesting witness), Secretary of _____, a corporation of the State of _____, CERTIFY that the foregoing is a true copy of a Resolution as it appears in the records of the corporation and was duly and legally adopted at a meeting of the Board of Directors of the corporation called for that purpose and held on _____, 20____, pursuant to and in accordance with the Certificate of Incorporation and By-Laws thereof; that it has not been modified, amended or rescinded, and is in full force and effect as of the date hereof.

Dated: _____, 20____.

, Secretary